

1625 K Street N.W. • Suite 700 • Washington District of Columbia 20006

Cable FGECARS Telex 89 2670

Robert W. Polster Corporate Counsel & Secretary 202 659 3528 NOV 20 1981 -:) 35 ANI INTERSTATE COMMERCE COMMISSION

November 20, 1981

Ms. Agatha L. Mergenovich Secretary Interstate Commerce Commissión Washington, D. C.

Dear Ms. Mergenovich:

No. 32/1/05/3

No. 32/1/05/3

Date NOV 2 0 101

Fee \$ 50.00

RCC Washington, D. C.

We are enclosing one original and two original counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

The document is a lease, a primary document dated November 18, 1981.

The names and addresses of the parties to the documents are as follows:

Lessor: Equifund, L.P.

c/o Equilease Management Corporation, General Partner

750 Third Avenue

New York, New York 10017

Lessee: Southern Railway Company

920 15th Street, N. W. Washington, D. C. 20013

A description of the equipment covered by the document follows:

120 "RBL" insulated box cars - SOU 780000 - 780119

A fee of \$50 is enclosed. Please return the two original counterparts to me at the above address.

A short summary of the document to appear in the index follows:

Lease agreement between Equifund, L.P. (Lessor) 750 Third Avenue, New York, New York 10017 and Southern Railway Company (Lessee) 920 15th Street, N. W., Washington, D. C. 20013, dated November 18, 1981, and covering 120 "RBL" insulated box cars.

Sincerely,

Representative in fact

for Equifund, L. P.

cc: John B. Stockton
Equilease Management Corp.

Courtupar - Frankie Milton

Interstate Commerce Commission Washington, D.C. 20423

OFFICE OF THE SECRETARY

Robert W. Polster FGE Corporate Counsel & Secretary 1625 K Street. N. W.-Suite 700 Washington, DG 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/20/81 at 10:35AM, and assigned rerecordation number(s). 13331

 $^{\mathbb{N}}$ Sincerely yours,

Agatha L. Mergenovich Secretary

Enclosure(s)

NOV 20 1981 -1) 35 AM
INTERSTATE COMMERCE COMMISSION

OPERATING LEASE AGREEMENT

THIS AGREEMENT, made and entered into as of this 18th day of November 1981, by and between Equifund L.P., a Delaware limited partnership, hereinafter called "Lessor", and SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter called "Lessee".

1. Equipment and Lease Charges: Lessor agrees to furnish to the Lessee, and the Lessee agrees to accept and use, upon the terms and conditions herein set forth, the following described 120 cars (hereafter "Cars"), for the use of each of which the Lessee agrees to pay Lessor the following Lease Charges:

Number of Cars 120

Description

50' 70-Ton RBL type
refrigerator cars to be
reconditioned by Fruit
Growers Express Company
(hereafter "Contractor")
in accordance with Specifications set forth as
Exhibit A.

Lease Charges
Monthly lease rate per
Car is \$295.70

Lease Charges shall become effective, with regard to each of the Cars, upon the date of the delivery of each as hereafter provided in Articles 2 and 3, and shall continue in effect, with regard to each of the Cars, until returned to Lessor at the end of the term of this Agreement, as hereafter provided in Article 5. Payment of Lease Charges shall be made to Lessor at its principal office, at 750 Third Avenue, New York, New York, or to such other place as Lessor may direct, on the first day of each month in arrears, with the first month's payment due on the first day of the month following the month the Car is delivered as provided in Articles 2 and 3 below. Rent for any partial month shall be pro-rated on a daily basis. Any costs incurred by Lessor in collecting Lease Charges wrongfully withheld by Lessee, including reasonable attorney fees, will be paid by Lessee. Lessee shall have the right to off-set any Lease Charges due hereunder on account of Lessor's failure to fulfill its obligations under Articles 6 and 7 below, except that such off-set shall not exceed the cost of any such unfulfilled obligation.

Lessee shall not be entitled to any abatement of rent, reduction thereof or set-off, counterclaim, recoupment or defense against rent or any other amount payable hereunder for any reason whatsoever, including, but not limited to, abatements, reductions, set-offs, counterclaims, recoupments or defenses due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever, except as otherwise provided in this Article 1 and Article 4 below; nor shall this Agreement terminate or the obligations of

Lessee be otherwise affected by reason of any defect in the condition, design, operation or fitness for use of any Car or damage to or loss of possession or loss of use or destruction of all or any of such Cars from whatever cause and of whatever duration, except as otherwise provided in this Article 1 and Article 4 below, or the prohibition of or other restriction against Lessee's use of all or any such Cars, or the interference with such use by any person or entity or the invalidity or unenforceability or lack of due authorization of this Agreement or any insolvency of or the bankruptcy, reorganization or similar proceeding against Lessee.

Lessor covenants that so long as Lessee is not in default hereunder, Lessee shall have and enjoy an unconditional right quietly to enjoy and use all Cars free from any disturbance or interruption of possession arising as a result of any action or inaction, failure of title, or conduct of or by Lessor, or of or by any assignee of its rights hereunder. Notwithstanding any language in this Agreement to the contrary, breach of the foregoing covenant by Lessor or by any assignee shall entitle Lessee to abate the Lease Charges for any Cars subject to such breach, but, as to any assignee such abatement of Lease Charges shall be Lessee's sole remedy for such breach.

- 2. <u>Delivery of Cars</u>. Each Car will be delivered to Lessee F.O.B. Contractor's plant at Alexandria, Virginia. Lessor shall not be liable on account of any failure by it to deliver Cars to Lessee pursuant to this Agreement.
- 3. Cars Subject to Lessee's Inspection. Each of the Cars shall be subject to Lessee's inspection and acceptance at Contractor's plant before delivery. Lessee shall execute a Certificate of Acceptance in the form set forth as Exhibit B stating that each Car (i) conforms to the Specifications, (ii) is of the construction and type and contains the equipment required by the Specifications and this Agreement, (iii) bears the lettering set forth in Article 8, and (iv) is accepted for delivery. Lessee shall not accept any Cars tendered for delivery after December 31, 1981. Contractor's warranty set forth as Exhibit C is assigned by Lessor to Lessee.

LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE CARS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE CARS PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE CARS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CAR.

4. Responsibility for Damage or Destruction of Cars. In the event of repairable damage to any of the Cars, including any part(s) and/or loading devices, Lessee agrees to assume responsibility for such damage and to cause the Cars to be repaired (while continuing to pay rent thereon). If any of the Cars and/or loading devices are lost, destroyed, or damaged beyond economic repair in the opinion of Lessee (except when the car is in the possession of Lessor), Lessee agrees to pay Lessor the settlement value of the Car and/or loading devices computed under Rule 107 of the Interchange Rules adopted by the Association of American Railroads (hereafter "A.A.R. Code of Rules") within 60 days of advising Lessor of such occurrence. Lease Charges with respect to any Car shall abate upon the date Lessor is advised that such Car has been lost, destroyed, or damaged beyond economic repair.

Upon payment by Lessee to Lessor of the settlement value of any Car and/or loading devices as hereinabove provided, so long as Lessee is not in default hereunder, such Car and/or devices shall become the property of the Lessee. In order to facilitate the sale or other disposition of any Car and/or devices which become Lessee's property as hereinbefore provided, Lessor shall, upon request of Lessee, execute and deliver to Lessee or to Lessee's vendee, assignee or nominee, a bill of sale for such Car and/or devices, warranting title free and clear of all liens, security interests, and other encumbrances (except such as may have arisen by, through or under Lessee during the term of this Agreement) and such other documents as may be required to release such Car and/or devices from the terms and scope of this Agreement and from any other lien or encumbrances of Lessor's making, undertaking or sufferance, in such forms as may be reasonably required by the Lessee.

- 5. Return of Cars. The Lessee agrees, immediately upon the expiration or termination of this Agreement without demand by Lessor, to return each of the Cars to Lessor uncontaminated and in the same condition as received, less reasonable wear and tear, and free of liens arising by, through or under Lessee, at point(s) mutually agreed upon on Lessee's lines, and to pay rent on each Car until such return.
- 6. Maintenance. Except as provided in Article 4, Lessee agrees to maintain at its own expense each of the Cars in good condition and repair, in comformity with all applicable laws and regulations including the A.A.R. Code of Rules and FRA Rail-road Freight Car Safety Standards. Lessee will not modify any Car in any way which would adversely affect its utility or value. Lessor agrees to reimburse Lessee for up to 30 hours of labor per quarter expended during the term of this Agreement to maintain the Cars based upon the contemporaneous A.A.R. labor rate in effect. In addition, Lessor agrees to apply "Kemply" scuff treatment to the first 60 cars at no additional cost.

- 7. Freight and Other Charges. Lessor shall not be obligated for the payment of any switching, freight, or other charges incurred by the movement or the holding of the Cars, either loaded or empty, during the term of this Agreement, all of which will be paid by Lessee, except that Lessor agrees to reimburse Lessee for one switching charge per Car incurred during this Agreement. Lessor shall have no right or claim to any per diem, demurrage or other Car hire charges arising out of the use of the Cars and all such charges, as applicable, shall belong and be payable to Lessee.
- 8. Lettering of Cars. Lessee's railroad reporting marks will appear on Cars in accordance with the A.A.R. Code of Rules as indicated on Exhibit C. Lessee agrees to keep and maintain on the sides of each Car in letters not less than one-half inch in height the words "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION".
- 9. Responsibility for Taxes. Lessee agrees to assume responsibility for, and to pay, all taxes, costs, fines and assessments of every kind upon the Cars, and to file all reports relating thereto; provided, however, that Lessee shall not be responsible for federal or state taxes based upon the income of Lessor or its partners, except gross income taxes which are in lieu of sales or use taxes.
- 10. Responsibility for Lading. Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused, or shall result. The Lessee agrees to assume responsibility for, and to indemnify Lessor against, and to save it harmless from, any such loss or damage or claim therefor.
- lessor harmless from any and all claims, demands, causes of action, cost, and expenses, including attorney fees, arising directly or indirectly out of the use, custody, control, maintenance or operation of the Cars, whether in contract, tort, strict liablity in tort or otherwise. In any personal injury action(s) arising from the operation of said Cars naming Lessor as a defendant, Lessee agrees, if Lessor so requests, to undertake the defense and costs associated therewith immediately upon tender of said defense, including payment of any judgment directed against Lessor jointly or severally. Lessee also agrees to pay and indemnify Lessor from any and all penalties, fines, and levies arising from the operation of said Cars under this Agreement. Lessee's obligations hereunder shall survive the termination of this Agreement.

12. Assignment. Lessee shall be entitled to the possession and use of the Cars in accordance with the terms of this Agreement. Such use shall include, without limitation, the use thereof upon the lines or routes owned or operated by Lessee or its corporate affiliates, either alone or jointly with others. and whether under lease or otherwise, or upon the lines or routes owned or operated by any carrier controlled by, or under common control with, Lessee, or over which it or any affiliate has trackage rights, or upon connecting and other carriers in the usual interchange of traffic or pursuant to run-through agreements, but only upon and subject to all the terms and conditions of this Agreement. In addition, Lessee may transfer its rights hereunder with respect to the Cars or any Car at the time subject hereto to its parent or to one or more wholly owned subsidiaries and may lease such Cars to one or more affiliates or, under a written lease for a term not exceeding one year (including any renewal or extension options reserved to the lessee or lessor), but in no event extending beyond the term of this Agreement, to a railroad classified by the Interstate Commerce Commission as a Class I or a Class II railroad or to a responsible company which is domiciled in the United States, as determined by Lessee, in all cases without being released from its obligations under this Agreement and subject to all the rights and remedies of Lessor hereunder. Except as herein in this paragraph provided, Lessee will not assign, transfer, encumber or otherwise dispose of this lease, the Cars or any part thereof, or sublet any Car without the prior written consent of Lessor. Lessee will not permit or suffer any encumbrances or liens to be entered or levied upon any Car, other than such as may arise by, through, or under Lessor or any assignee of Lessor's rights hereunder.

Lessee acknowledges and understands that Lessor may, without notice to Lessee, assign its interest under this Agreement and in and to the Cars to a bank or other lending institution as security for one or more loans. Lessee agrees, in the event of any such assignment and upon notice thereof from Lessor, and only in the event of such assignment to one or more such assignees: (i) to recognize such assignment; (ii) to make all payments of Lease Charges and other amounts due under the Agreement as so assigned directly to the assignee identified in such notice or to its designee; (iii) to accept the directions or demands of such assignee in place of those of the Lessor; (iv) to surrender the Cars to such assignee upon termination of this Agreement; (v) that, in the event of such assignment and except as otherwise provided in Articles 1 and 4, Lessee's obligations hereunder with respect to payment of Lease Charges shall not be subject to any reduction, abatement, defense, set-off, counterclaim or recoupment for any reason whatsoever; (vi) except as otherwise provided in Article 4 (with respect to any Car which becomes Lessee's property) and Article 14, not to terminate this Agreement; and (vii) not to require any such assignee of this Agreement to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Agreement; provided, however, nothing contained in this Article 12 shall relieve Lessor from its obligations to Lessee hereunder, nor shall any assignee hereof be

Star Pitch

relieved of the obligation to release its interests in any Car to facilitate Lessor's obligations contained in the second paragraph of Article 4 hereof.

- 13. Remedies. If the Lessee after five business days notice shall fail to carry out and perform any of the obligations on its part to be performed under this Agreement, or if a petition, in bankruptcy, for reorganization, for a Trustee, or for a Receiver, shall be filed by or against the Lessee, then, and in any of said events, Lessor shall have all rights available to it at law or in equity, including without limitation the right immediately to repossess the Cars, to remove the Cars from the Lessee's service, to terminate this Agreement, and recover any and all damages sustained as a result of Lessee's fault. If Lessor shall terminate this Agreement pursuant to this Article 13, Lessee nevertheless shall remain liable for all unpaid rent and other amounts due hereunder. The rights and remedies herein given to Lessor shall in no way limit its other rights and remedies given or provided by law or in equity.
- 14. Term of Agreement. This Agreement shall remain in full force and effect, with regard to each of the Cars, for a period of five (5) years from the average date of delivery of all of the Cars, and shall automatically be extended for a one (1) year period unless and until either party shall give the other thirty (30) days written notice prior to the end of the initial term of its desire to terminate the lease of said Cars. Lessor shall advise Lessee of the average date of delivery of all Cars. The Agreement shall be binding upon and inure to the benefit of Lessor, its successors and assigns, and Lessee, its legal representatives and successors.
- 15. Use of the Cars. Lessee understands that Lessor intends to claim the benefit of investment tax credit, and accelerated depreciation under the Economic Recovery Tax Act of 1981, with respect to the Cars. Accordingly, Lessee agrees that it will not:
 - (a) claim the benefit of the investment tax credit or any depreciation with respect to, or hold itself out as the owner of, any Car;
 - (b) sublease any Car to an entity of the type described in Section 48(a)(4) or (5) of the Internal Revenue Code of 1954 (Code), as amended; or
 - (c) sublease any Car to one or more foreign persons (as defined in Section 48(a)(2) (B) of the Code.

16. Execution. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract. This Agreement may be signed in separate counterparts as long as each party hereto shall have signed at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered that day and year first above written.

EQUIFUND L.P.

By: Equilease Management Corporation, General Partner

J. a. Clopin

Jecretary

Vice President-Finance and Operations

SOUTHERN RAILWAY COMPANY

ATTEST:

3.

Assistant Secretary

By Vian Proceider

CITY OF NEW YORK)

COUNTY OF NEW YORK)

On this 18th day of November 1981, before me personally appeared T. O. M. , to me personally known, who being by me duly sworn, says that he is the Vice President of the General Partner, Equilease Management Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said General Partner, that said instrument was signed and sealed on behalf of said corporation in its capacity as General Partner by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said General Partner.

Notary Public

MELENE DEBRA' GOLDBERG MOTARY PUBLIC, STATE OF NEW YORK No. 24-4663775, Qualified in Kings Co.

Cert. Filed in New York County Commission Expires March 30, 19

My Commission expires March 30, 1982

CITY OF WASHINGTON,)
ss.:
DISTRICT OF COLUMBIA,)

On this 18th day of November 1981, before me personally appeared TH NERWIN , to me personally known, who being by me duly sworn, says that he is the Vice President of Southern Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

C. O. WAGNER Notary Public

In and For the District of Columbia My Commission Expires May 31, 1982

My Commission expires May 31,1482

Exhibit A

Specifications for 50 Foot RBL Car Interior Retrofit Program For Southern Railway Description of Labor and Materials to be Applied

I. INTERIOR LADING EQUIPMENT

A. Material Requirements

- 1. New materials to be applied are specified on FGE Bills of Material (6 pages attached). Section entitled "Gates" shows gate conversion parts order from Unarco Industries which is further detailed on FGE P.O. No. MA-1802-49 (also attached).
- 2. In addition, each car requires installation of (4) load divider gates which will be furnished from FGE stock. (Approx. 9'4" high/4½' wide)

B. Preparation Work

- 1. Remove ceiling tracks within the 21 foot center length of the car (4 tracks per car).
- 2. Remove floor keepers within the 21 foot center length of the car (4 tracks per car).
- 3. Clean lower tracks of car and weld continuous plate over remaining keeper stop holes to prevent future clogging and contamination.
- 4. Weld closure plates to the end of remaining ceiling tracks and floor keepers at either end of car to prevent the newly installed system from traveling beyond the 21 foot center length of car.
- 5. Replace or repair (if and as needed, and as determined solely by FGE) damaged flooring, side lining, end lining, door lining or ceiling materials.

C. Installation Work

- 1. Install new ceiling tracks within the 21 foot center length of car (4 per car).
- 2. Install new floor keepers within the 21 foot center length of car (4 per car).
- 3. Install (4) load divider gates from FGE stock which will be refurbished, newly painted and upgraded with newly acquired accessories and hardware procured from Unarco.
- 4. Align, adjust and test the operation of the load divider gates to insure proper operation within the 21 foot center length of car.

II. CAR EXTERIOR

A. Doors, Sides, Ends, Roof

- 1. Inspect and repair (as and if necessary, and as determined solely by FGE), any damage to the exterior of doors, sides, ends and roof.
- 2. Repair or replace (as and if necessary) door gaskets; lubricate and re-align all doors.
- 3. Clean and paint exterior of sides, doors and ends; re-stencil reporting

Specifications for 50 Foot RBL Car Interior Retrofit Program For Southern Railway Description of Labor and Materials to be Applied

II. <u>CAR EXTERIOR (Cont'd.</u>)

B. Running Gear and Equipment

The following components will be inspected to insure their compliance with AAR interchange rules. FGE will repair or replace (at its sole discretion) any such components which, in FGE's sole judgment, do not meet AAR interchange rules:

- a) Underframe (repair as and if necessary)
- b) Draft components and cushioning units
- c) Side bearing clearance
- d) Center Plates
- e) Couplers and uncoupling devices
- f) Air brake system
- q) Handbrake
- h) Safety appliances
- i) Trucks (including sideframes, bolsters, wheels, axles, bearings and brake shoes)
- j) Guage wheels to insure wear is within AAR rules; replace as and if necessary.

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3	960	EA.	\$17577 Phot 5012 (3/5) Drg. \$150-A-1858	3-C /		Market Ma
4	960	EA.	111353 Hex Het (8/5) Hrg. 1150-A-12139			
5	960	EA.	#12580 Washer (8/55) Drg. #150-A-13744-A			STANISM STANISM
6	1920	EA.	#11351 Adjustment Washer (16/5) Drg. #15	A-12137		A Market
7	980	EA.	\$8453 Lock Wesher (8/13) Drg. \$150-A-8748	A _		
3	430	EA.	#35321 Retainer Clip-Left (4/5) Drg. f 2	36-A-3632		
9	480	EA.	#35322 Retainer Clip-Right (4/CS) Drg. #2	36-A-3632		

Please enter our proor for the items of equipment and material described herein. SUBJECT ONLY TO THE CONDITIONS AND INSTRUCTIONS APPEARING ON THE FRONT AND REVERSE SIDES HEREOF. Acceptance of this order is hereby expressly limited to the terms stated herein and any additional inconsistent, or conflicting terms proposed by the seller are rejected unless expressly assented to in writing.

The acknowledgment copy hereof must be executed and returned to Buyer.

PURCHASING AGENT

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TAXABLE	NON TAXABLE EXEMPTION NO.		BOT	H OF THE ABOVE NUMBERS MUST EAR ON ALL PACKAGES, SHIPPING ERS, INVOICES AND CORRESPOND
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AS SHOWN DELOW

FRUIT GROWERS EXPRESS

NO.	QTY.	דואנו	DESCRIPTION	STOCK NO.	UNIT PRICE	AMOU
10	1920	EA.	#15635 Hex. Hd. Cap Screw (16/CS) Drg. #1	50-A-9011		
11	1920	EA.	#12951 Lock Hut (16/CS) Drg #150-A-13812	-6 7717 IT ~ 560W 5 29		
12	483	EA.	121805 Safety Cable Ett (4/C5) Drg. 14-80	-B		
13	950	EA.	#35122 Track (8/5) Drg. #242-2-35122-A	/		
14	950	EA.	#35292 Floor Ceaper le Idment (8/55) Drg.	1245-E-36		
15	480	EA.	#36286 Carriage Assembly (4/5) Drg. #232	-E-35255-1		
			SHIP ABOVE ITEMS TO: FRE CARS			
			150 South Longvéew Drive Alexandria, VA 22314			
15	1920	EA.	#35118 Hanger Plate (16/CS) Drg. #226-B-3	5118		
17	960	EA.	#E-14001 Clevis (8/CS) Drg. #228-A-14038-	E '		
18	950	EA.	#18273-3 Lower Pull Par (8/15) Drg. #222-	8-19303-D		

to the terms stated herein and any ADDITIONAL INCONSISTENT, OR CONFLICTING TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING. The acknowledgment copy hereof must be executed and returned to Buyer.

INSTRUCTIONS APPEARING ON THE FRONT AND REVERSE SIDES HEREOF. Acceptance of this order is hereby expressly limited

332 South Kichigan Avenue Chicago, IL 60604

. PAPERS	ON ALL PACKAGES SHIPPING S. INVOICES AND CORRESPONDENCE
TERMS OF PAYMENT	F.O.B.

NON TAXABLE TAXABLE EXEMPTION NO. ACCOUNTING PURCHASE ORDER DATE DELIVERY DATE 9-21-81 AFE ED9

SHIPPING TERMS OUR ACCOUNT

PREPAID COLLECT

UNARCO TRANSPORTATION EQUIPMENT Division of URARCO Industries 332 South Hichigan Avenue Chicago, IL 60504

SHIP TO

VIA

KA-1802-49 AS SHOWN BELOW

TEM NO.	. סדץ.	UNIT	DESCRIPTION	STOCK NO.	UNIT PRICE	AMOUN
.9	1920	EA.	#11348 Pull Bar Pin (16/CS) Drg. #150-A-	2134-D		
20	2530	EA.	11384 3/16" Cotter Pin (24/05) Drg. 115	-A-20032-		
21	950	EA.	\$14119 Lock Par Spring (8/15) Deg. \$229-	8-14969-A		
22	950	EA.	#35299 Lower Lock Colde Heldmen (8/15)	Drg. \$225-		
23	960	EA.	FE-36250 Dover Lock By believent (8/CS)	irg. £228		
24	489	EA.	#36283 Center Operator (4/CS) Drg. 1227-	c-35283		
25	480	EA.	17930 511de Ear Weldment (4/€) Drg. #2	27-8-1694	7	
26	489	EA.	\$15101 511de Ear End (4/CS) Drg. \$227-A-	7029-C		
27	488	EA.	៛ាចាល ½" Roll Pin (4/CS) Drg. ៛150-A-17	7328-J		
20	950	EA.	All Socket Rd. Cap Screw (8/05) Drg.	7150-A-12	5	
29	950	ĒÀ.	#12951 Lock Hut (2/05) Org. #150-A-13812			

Please enteriour order for the items of equipment and material described herein. SUBJECT ONLY TO THE CONDITIONS AND INSTRUCTIONS APPEARING ON THE FRONT AND REVERSE SIDES MEREOF Acceptance of this order is hereby expressly limited to the terms stated herein and any additional inconsistent. Or conflicting terms proposed by the seller are rejected unless expressly assented to in writing.

The acknowledgment copy hereof must be executed and returned to Buyer

TAXABLE	NON TAXABLE EXEMPTION NO.	EXPRESS CUIVII	ZANT	APPEAR ON	PA-1302-49 I HE ABOVE NUMBERS MUST ALL PACKAGES, SHIPPING VOICES AND CORRESPOND	ENCE.
ACCOUNTING AFE 609	PURCHASE ORDER DATE 9-21-81	DELIVERY DATE	TERMS OF PAYME	NT I	F.O.B.	
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NO.	OTY.	UNIT	DESCRIPTION	STOCK NO./ PROJECT NO.	UNIT PRICE	AMC
30	480	EA.	#36284 Latch Assembly (4/CS) Drg. #227-B	35284		
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<u>.</u>			DITACE ACCOMPLIATION OF COLUMN	 	3650	35
			PLEASE ACKNOWLEDGE RECEIPT OF CHARGE -			165
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Please enter our order for the items of equipment and material described herein, SUBJECT ONLY TO THE CONDITIONS AND INSTRUCTIONS APPEARING ON THE FRONT AND REVERSE SIDES HEREOF. Acceptance of this order is hereby expressly limited to the terms stated herein and any additional inconsistent, or conflicting terms proposed by the seller are rejected unless expressly assented to in writing.

The acknowledgment copy hereof must be executed and returned to Buyer.

PURCHASING AGENT

••	CA	R FGE RETROFIT	<u> </u>					SECT	онса	res	
	J.O. GO 609 CU	STONER						DATE	9/30/8	l ==	PAGE
Ż	ITEM/DWG NO.	PART DESCRIPTION	2TY ZAR	TOTAL JOB	MATI. SPEC VENDOR P/N	CARSET WT	ORDERED SIZE/REMARKS/WHER	E USED	PCS ORD	CUTS	P.O.
	1	ONE CARSET OF GATE CONVERSION PARTS AS SHOWN ON EQUIPCO GENERAL ARRANGE- MENT DRAWING 221-K-36300 AND/OR FGE									
		P. O. # MA-1802-49.		·							
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· !	ITEM/DUG NO:	PART DESCRIPTION		2XX	TOTAL UOL	MATL SPEC	0	RDERED S	2E/RI	EHARKS/W	HERE USED	PCS	curs	S P.
	1	TOP COVER PLATE 12 GA. x 9-1/2" x 14'-6"		2	240		СЕНТ	ER TRACK			· ·			
	2	TOP COVER PLATE		2	240		SIDE	TRACK						
	3	TOP COVER PLATE 12 GA. x 12-1/4" x 14'-6"	. 04	2			(FGE DIAG	R 91711 - ONAL SID	- 9174 ES AT	45) SIDE W	ALL FILLER			
	4	TOP COVER PLATE 12 GA. x 9-1/2" x 14'-6"	Car Series	2			SIDE	TRACK A	T SID	E WALL I	FILLER			
	5	END CLOSURE PLATE 3/8" x 2-1/8" x 10-3/8"		2	240		CENT	ER TRACK						
· !	6	END CLOSURE PLATE 3/8" x 2-1/8" x 7-7/8"		4	480		SIDE	TRACK						
	7	CEILING TRANSITION PLATE 3/8" x 4-3/8" x 5-1/2"		8	960	÷							,	
	8	FILLER UNDER FLOOR KEEPER 8" x 10-3/8" x 21;			120						1711-91745 FLOORING			

•		AR FGE RETROFIT ISTOMER								10H <u>ST</u> 9/24/8	-
	ITEM/DWG NO.	PART DESCRIP	PTION	2TX	TOTAL JOB	MATI. SPEC VENDOR P/N	ORDERED	STZE/REHÁ	irks/where used	PCS ORD	CUTS 1
	9	FILLER UNDER FLOOR TRAC 3/8" × 8" × 21'	·CK	2	Approx 200			2" DOWEL I	GER 91711-91745 LOCK FLOORING		
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	200 CAN 200 CA	AR FGE RETROFIT				_	SECTION	DH REL	DING.	_S.TU
,	J.O. GO 609 CI				ĺ	_[DATE	9-2	1-81	PAG
	TEM/DWC NO.	PART DESCRIPTION	2TY	TATAL JOB	MATI. SPEC VENDOR P/N	CARSET WT	ONDERED SIZE/REMARKS/WHERE USED	PCS	CUTS	
	1	1/2" DIAMETER x-1-5/8"	26	3120			(16) SIDE TRACK WOOD FILLER (10) CENTER TRACK WOOD FILLER			,
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and order party. CAI	R FGE RETROFIT						— SECTI	он <u></u> Иі	<u> ITS</u>	
J.O. CO 609 CII							DATE		-81	PAG
TTEM/DWG NO. PART DESCRIPTION			JATOT UOL	MATL SPEC	ORDERED SIZE/REMARKS/WHERE USED			PCS ORD	CUTS	μ.
1	1/2" STANDARD MUTS	26	3120		WELDING STUDS		. <i>.</i>			
2	5/8" MF FLANGE WITH UNI TORQUE LOCKING FEATURE LG. FLG. M-F PART #22LFU5811 OR EQUIVALENT				USE AS REQUIRE OR DAMAGED	D TO REPLAC	E LOST			
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Exhibit B

Certificate of Acceptance

	Ι,							_ , &	a dul	у арр	ointed	insp	ector	of
Sout	hern	Rai	llwa	y Com	pany	and	autho	Orize	ed re	prese	ntative	of	Equit	Eund
L.P.	this	s da	ate	have	insp	ected	l the	rail	lroad	cars	enumer	ated	belo	w
and	find	to	the	best	οf	my kr	owled	dge t	hat	said	railroa	d ca	rs:	

- (i) have been reconditioned by Contractor in accordance with certain "Specifications For 50 Foot RBL Car Interior Retro-Fit Program" ("Specifications");
- (ii) are of the construction and type and contain the equipment required by the Specifications;
- (iii) bear the following words in letters not less than one-half inch in height on both sides "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION".
 - (iv) are accepted for delivery.

The execution of this Certificate in no way relieves or decreases the responsibility of the Contractor, Fruit Growers Express Company, of or for any warranties applicable to the foregoing units of railroad cars.

Date		
Date		
		
		Renresentative

Equipment Reporting Numbers

SOU

FGE

Exhibit C

WARRANTY

Fruit Growers Express Company ("Contractor") warrants that the Cars shall be reconditioned in accordance with the Specifications subject to applicable dimensional tolerances as specified. The Cars will be guaranteed against failure from defects in material and workmanship (except as to specialties not manufactured by Contractor), under normal use and service. Contractor's liability hereunder is expressly limited to repair or replacement at its shop of any part or parts of any Cars which shall, within one year after the delivery of such Car, be returned to Contractor with transportation charges prepaid, and switching charges prepaid, if any, and which examination by Contractor shall disclose to its satisfaction to have been thus defective. Claim(s) coming within this warranty shall be made promptly. Any unit of equipment repaired, replaced, or altered outside of Contractor's shops, the repair, replacement or alteration of which in Contractor's judgment has adversely affected in any material way the strength and performance of such unit of equipment, is removed from this warranty.

Warranties for specialties and parts not manufactured by Contractor are solely the warranties of the manufacturers of such specialties and parts which warranties are hereby assigned without recourse to Contractor. If requested, Contractor will undertake to obtain from vendors and furnish those warranties covering specialties and parts not manufactured by Contractor.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CONTRACTOR NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EOUIPMENT.

CAR REPORTING MARKS

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